TUMKUR DISTRICT.

Notification, dated 15th February 1932.

It is hereby notified for the general information of the public that the right of the collection and removal of Tupra leaves, from all Government unoccupied lands, Amrith Mahal Kavals, State Forests, Reserved lands and plantations in the undermentioned Taluks of Tumkur District from the date of confirmation of the sale up to 30th June 1934 will be sold by Public auction by the District Forest Officer or the Range Officer concerned on the dates and at the places noted below. The sale will be subject to the confirmation of the Chief Conservator of Forests in Mysore.

1. No person will be allowed to bid unless he deposits with the sale conducting Officer an earnest money in cash or currency notes of Rs. 25 which in the case of all unsuccessful bidders will be duly returned after the close of the sale. No defaulters will be permitted to bid.

2. The highest bidder shall immediately after the close of the sale, pay up the one-fourth sale amount together with local, education and railway cesses on the entire sale amount at Re. 0-1-0, Re. 0-0-6, and Re. 0-0-3 in the rupee respectively inclusive of the initial deposit of Rs. 25 and shall further pay into the Government Treasury the balance of the three-fourths of the sale amount in instalments as shown below :—

1st khist within 15 days of the intimation of the confirmation of the sale.
2nd khist on or before the 1st July 1932.
3rd khist on or before the 1st July 1933.

If the contractor fails to pay up the sale amounts and cesses in the manner indicated above the sale will be cancelled and a resale will be held at the risk of the original purchaser who will be liable to make good any loss that may accrue which will be recoverable as arrears of land revenue, under section 79 of the Forest Regulation but shall not participate in any profit that may result. Further all the money paid shall be forfeited to Government.

3. Within fifteen days from the date of confirmation of the sale, the purchaser shall execute a mutchalika on duly stamped paper and shall further deposit in the Government Savings Bank an amount equal to one-fourth sale amount or Rs. 500 whichever is less duly pledged to the District Forest Officer. Failure to do this will also entail cancellation of the sale and further action will be taken as per above said conditions.

4. The other conditions will generally be the same as those applicable in the case of Minor Forest Produce leases.

Name of Taluk	Place of sale	Date of sale
Chiknayakanhalli, Turuvekere Sub-Taluk.	Musafirkhana, Chiknayakanhalli.	4th April 1932.

Notification, dated 19th March 1932.

It is hereby notified for general information that the right to cut 553 casuarina trees in Adagur Plantation in Gubbi Taluk and remove poles and firewood to be obtained therefrom, will be sold by public auction by the District Forest Officer, Tumkur District, at Tumkur on 9th April 1932 at the District Forest Office. The sale will commence at 2 P.M., and be subject to confirmation by the Chief Conservator of Forests in Mysore or the District Forest Officer as the case may be.

Range	Taluk	Name of plantation	No. of trees marked for felling	Approximate yield of timber and firewood	Place of sale	Date of sale
Tumkur ..	Gubbi ..	Adagur plantation ..	553	Firewood 52 tons Poles 320 C.ft.	District Forest Office, Tumkur.	9th April 1932

N.B.—The plantation is about 5 miles from Gubbi Railway Station or about 2½ miles from Mallasandra Railway Station. The purchaser should make his own arrangements for the removal of timber from the plantation. The Forest Department will not undertake any responsibility in the matter of opening of roads, etc.

2. The bidding will be with reference to the firewood to be collected from the above trees and will be at so much per ton. The highest bidder will generally be the purchaser; but power is reserved to the District Forest Officer to accept or reject any bid without

assigning any reason therefor. The successful bidder will have the right to remove the poles at 0-5-0 a c.ft. The purchaser will be bound to collect as poles all pieces of and above 12 feet in length and 2 feet in girth and to collect as firewood all other pieces of above 6 inches in girth.

3. Each bidder shall, before he is permitted to bid, be required to deposit a sum of Rs. 50 (fifty) as earnest money with the officer conducting the sale. The deposit will be returnable to him at the close of the sale if his bid is not accepted. The person whose bid is accepted shall immediately after the close of the sale pay 25 per cent of the bid amount less the deposit already paid, failing which, the right will be resold or worked by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working, which will be recoverable from him as arrears of Land Revenue, but he shall not participate in any gain.

4. Defaulters to the department will not be allowed to bid at the sale.

6. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted shall deposit a sum of Rs. 50 (fifty) as security towards the due fulfilment of his contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement on a stamped paper of proper value, accepting the above terms and the terms specified below, failing which the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (3) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself:—

(*a*) That he shall fell and remove the timber purchased by him before the 15th June 1932.

(*b*) That he shall make the fellings of the trees in consecutive order as they are marked without picking or choosing and without causing damage to the surrounding growths.

(*c*) That he binds himself to cut and collect once for all the poles and fuel separately at suitable places in the plantation and that he will not remove any pole or firewood until the felling and conversion of all marked trees are completed and until the poles and fuel are all measured by the District Forest Officer and paid for by the purchaser.

(*d*) That only saws shall be used for felling the trees and and for cutting them into poles and firewood pieces and that no unnecessary waste shall be caused.

(*e*) That he shall bind himself to pay in advance the value of the minimum quantity of poles and fuel to be fixed by the District Forest Officer and shall remove all marketable portions of a tree either as poles or fuel.

(*f*) That he will not be eligible for any refund of advance revenue, if the minimum quantity so fixed is not removed, but any excess quantity removed shall be paid for at auction rates.

(*g*) That each consignment of poles and fuel shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(*h*) That he shall abide by the rules of the department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*i*) That if any tree other than the ones bearing the Departmental stamp is felled, he shall pay a fine not exceeding Rs. 10 for each such tree.

(*j*) That no operations shall take place in the Forest after sunset and before sunrise.

(*k*) That he shall not sublet the contract to any body except with the written sanction of the District Forest Officer.

(*l*) That he shall have no right whatsoever over the marked trees and over the poles and fuel paid for but left unremoved from the plantation after the 15th June 1932.

(*m*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the out-turn of poles from each of them and shall keep it open for the examination of Forest Officers above the grade of guards.

(*n*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of the cancellation of contract, enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (3) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

K. REVANNA,
District Forest Officer.

MYSORE DISTRICT.

Dated 14th March 1932.

PROCLAMATION AND NOTIFICATION OF SALE OF IMMOVABLE PROPERTIES.

It is hereby notified that the right, title and interest in the undermentioned immovable properties of judgment debtor Mr. Salar Sab, son of Mr. Madar Sab, resident of Nagamangala purchased in the court sale towards the arrears due to the Forest Department, Mysore, which are in possession of the District Forest Officer, Mysore District, will be sold by public auction by the District Forest Officer, Mysore, or any other officer deputed by him for the purpose as shown below.

2. The sale will commence at 2 P.M., and the properties will be knocked down to the highest bidder.

3. Each bidder shall deposit 25 per cent of the purchase money at the time of the sale and when the remainder of the purchase money is not paid within fifteen (15) days from the date of sale, the money so deposited shall be liable to forfeiture.

4. When such deposit shall not be made nor the remaining purchase money paid up, the property shall be resold at the expense and risk of the first purchaser.

5. The sale shall be stayed if the defaulter or any person acting on his behalf or claiming an interest in the property the full amount of arrears of the revenue with the interest and other charges, provided such tender be made before and property is knocked down.

6. The sale of property will not become absolute until the sale has been confirmed by the District Forest Officer, Mysore District, or the Chief Conservator of Forests in Mysore, Bangalore, as the case may be.

7. Purchasers having completed the payment of purchase money will, as soon as the sale has been confirmed, be placed in immediate possession and the property will be registered in the name of the purchaser and certificate of sale signed and sealed will be granted to him. It is distinctly understood that the Government are not responsible for errors of description and estimated extent.

8. Provided parties deeming themselves aggrieved by the sale shall be at liberty to appeal to the Chief Conservator of Forests in Mysore and also to the higher authorities against his order within the time prescribed by law and the purchase shall be conditional on the final order in such appeal.

SCHEDULE.

Taluk	Hobli	Village	S. No.	Wet dry or garden	Extent		Estimate rental	Approximate value	Date of sale	Place of sale	Remarks
					A.	g.	Rs. a. p.	Rs.			
Nagamangala	Kasaba	Nagamangala	1st Hisse of 352 and 353	Wet ..	1	0	5 0 0	400	25th April 1932	Nagamangala Travellers' Bungalow	For further particulars, please apply to the Range Forest Officer, French Rocks Range, Melkote
			501	Do ..	0	15	2 0 0	150			
			Siddikatte kharab 624	Dry ..	4	14	5 8 0	400			

Notification, dated 16th March 1932.

The undermentioned quantities of timber will be sold by the District Forest Officer, Mysore District, or any other officer authorised by the District Forest Officer, at 2 P.M., on the date noted against each depot under the following conditions:—

Name of depot	Date of sale	Teak	Matti	Honne	Beete	Other kinds	Remarks
		Cft.	Cft.	Cft.	Cft.	Cft.	
Nanjangud Depot	9th April 1932 ...	1,192	1,065	157	154	13	More or less
Chamrajnagar Depot.	11th April 1932 ...	...	4,423	403	157	53	
Santhemarahalli	12th April 1932	10	387	675	23	...	

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities, full value thereof will be accepted if tendered on the spot and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case are subject to the confirmation of the Chief Conservator and in other cases, to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value, where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to be reasonable and to proceed for the recovery of the balance, from the defaulter if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him will be recovered as arrears of land revenue.

6. The deposit tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of the notice of confirmation of the sale whichever is later. In case of purchases of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than the (15th May 1932). The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the date fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the ten per cent deposit paid for the lot at the time of the sale, and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case, should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

13. Interest will be charged at nine per cent on all belated payments (from the date of their falling due up to the date of payment).

H. S. NARAYANA RAO,
District Forest Officer.